

**JOINT DECISION POINT LIST VI**  
(RIGHTS OF WAY)

*WorldCom, Cox, AT&T ads. Verizon*  
(Docket Nos. 00-218, 00-249, and 00-251)

ISSUE NUMBERING KEY:

Category I: (1) unique to Cox or common to (2) Cox and **WorldCom**, (3) Cox and *AT&T*, or (4) all Petitioners  
 Category II: common to **WorldCom** and *AT&T* (pricing/costing)  
 Category III: common to **WorldCom** and *AT&T* (non-pricing/non-cost)  
 Category IV: unique to WorldCom  
 Category V: unique to AT&T  
 Category VI: Verizon supplemental issues with WorldCom  
 Category VII: Verizon supplement issues with AT&T

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY:

**WorldCom** (bold)

Cox (underline text)

*AT&T* (italic)

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
			<b>Rights of Way</b>		
III-13	<p><b>What are the rates, terms and conditions under which Verizon provides WorldCom with access to Verizon's poles, ducts, conduits and rights-of-way?</b></p> <p><i>What rates should Verizon charge AT&amp;T for access to its poles, ducts, conduits and rights-of-way?</i></p>	See Issues III-13(a) through III-13(q)	<p>Rights of way issues are appropriately addressed in interconnection agreements. See Sections 252(a) and 251(b)(4). Contrary to Verizon's statement that "it is unaware of any interconnection agreement that includes the rights of way issues," the 1997 WorldCom/Verizon agreement includes a complete set of terms regarding rights of way issues, including these very sections. See Verizon's Response to Issue III-13, page 146.</p>	<p><b>9 Poles, Ducts, Conduits and Rights-of-Way</b></p> <p><i>To the extent required by Applicable Law (including, but not limited to, Sections 224, 251(b)(4) and 271(c)(2)(B)(iii) of the Act), each Party ("Providing Party") shall afford the other Party non-discriminatory access to poles, ducts, conduits and rights-of-way owned or controlled by the Providing Party. Such access shall be provided in accordance with Applicable Law pursuant to the Providing Party's</i></p>	<p>This and the following sub-issues should not be arbitrated as part of this proceeding. These issues have been, and continue to be, the subject of separate license agreements, and WorldCom (like all other CLECs, including AT&amp;T) already has a separate rights-of-way licensing agreement with Verizon. Indeed, Verizon is unaware of any interconnection agreement that includes these rights-of-way issues, other than a reference to the licensing agreement. Verizon's standard licensing agreement is consistent</p>

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				<p><i>applicable Tariffs, or, in the absence of an applicable Providing Party Tariff, the Providing Party's generally offered form of license agreement, or, in the absence of such a Tariff and license agreement, a mutually acceptable agreement to be negotiated by the Parties.</i></p> <p><i>See Exhibit D—Verizon's Standard Licensing Agreement</i></p>	<p>with, and expressly includes, the Commission's rules and applicable law.</p> <p>Virginia has not preempted Commission jurisdiction under 224(c), so rates must be established consistent with Commission requirements. The Commission has recognized that rates, terms and conditions should be negotiated by the Parties and, if the Parties are unable to reach an agreement, rates for access to poles and conduits should be determined by application of formulas established by the Commission. The Commission has not established a formula to determine rates for access to rights of way, but has granted long distance authority to Verizon New York, which determines rates for access to rights of way on a case-by-case basis. Accordingly, Verizon applies rates for pole access that are consistent with the Commission formula as stated in 47 C.F.R. § 1.1417-18, and rates for conduit access based on a settlement agreement made on May 1, 1993. Beginning January 1, 1994, the rate per foot of conduit in Northern Virginia has been \$4.50. That rate was implemented for all telecommunications attachers at that time and has stayed in place to date. In the rest of Virginia, the rate is \$3.00 per foot. Verizon has not had requests for access to rights of way, but will determine rates for access on a case-by-case basis. These rates for</p>

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					access to poles, conduits, and rights of way are applied on a non-discriminatory basis to all applicants for access for telecommunications and CATV facilities.
III-13-a	Should the interconnection agreement contain definitions of terms associated with WorldCom's access to Verizon's rights-of-way, conduits and poles?	<p>Attachment VI, Sections 1 through 1.14.</p> <p><b>Section 1. Definitions</b></p> <p>As used solely in this Attachment VI, the following terms shall have the following meanings. All other terms defined in the Agreement, including Part B, shall continue to apply within this Attachment.</p> <p><b>1.1 Anchor.</b> An assembly (rod and fixed object or plate) designed to resist the pull of a Guy Strand.</p> <p><b>1.2 Conduit.</b> A tube structure containing one or more Ducts or Innerducts used to house communication cables, that is owned by Verizon or with respect to which Verizon has the right to authorize the occupancy of MCI's Communications Facilities.</p> <p><b>1.3 Conduit Occupancy.</b> Occupancy of a Conduit System by any item of MCI's Communications Facilities.</p> <p><b>1.4 Conduit Section. Conduit</b></p>	<p>Yes. Rights of way issues are appropriately addressed in interconnection agreements. See Sections 252(a) and 251(b)(4). Contrary to Verizon's statement that "it is unaware of any interconnection agreement that includes the rights of way issues," the 1997 WorldCom/Verizon agreement includes a complete set of terms regarding rights of way issues, including these very sections. See Verizon's Response to Issue III-13, page 146. In addition, the definitions in this attachment will minimize ambiguity and will ensure that any terms of art uniquely associated with rights of way, conduits, and pole attachments are properly construed. It is a standard practice to include a list of definitions in contracts, especially when the contract centers on technical subject matter.</p> <p><i>Verizon is limited by the Act to charging "just and reasonable" rates for use of its poles, ducts, conduits and rights-of-way under 47 U.S.C. § 224(b)(1). The Act limits the amount of compensation that Verizon can recover for the use of its poles,</i></p>	<p><b>9 Poles, Ducts, Conduits and Rights-of-Way</b></p> <p>To the extent required by Applicable Law (including, but not limited to, Sections 224, 251(b)(4) and 271(c)(2)(B)(iii) of the Act), each Party ("Providing Party") shall afford the other Party non-discriminatory access to poles, ducts, conduits and rights-of-way owned or controlled by the Providing Party. Such access shall be provided in accordance with Applicable Law pursuant to the Providing Party's applicable Tariffs, or, in the absence of an applicable Providing Party Tariff, the Providing Party's generally offered form of license agreement, or, in the absence of such a Tariff and license agreement, a mutually acceptable agreement to be negotiated by the Parties.</p> <p><b>See Exhibit D—Verizon's Standard Licensing Agreement</b></p>	See Verizon rationale for Issue III-13.

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		<p>between two adjacent Manholes or between a Manhole and an adjacent Pole or other structure.</p> <p><b>1.5 Conduit System.</b> Any combination of Ducts, Innerducts, Conduits, and Manholes joined to form an integrated whole, including Central Office and other cable vaults (excluding controlled environmental vaults).</p> <p><b>1.6 Duct/Innerduct.</b> An enclosed raceway for communication facilities contained in a Conduit.</p> <p><b>1.7 Guy Strand.</b> A metal cable attached to a Pole and Anchor (or another structure) for the purpose of increasing Pole stability.</p> <p><b>1.8 MCI's Communications Facilities.</b> All facilities, including but not limited to cables, equipment and associated hardware, owned or utilized by MCI in providing communication services, which are attached to a Pole or occupy a Conduit or Right of Way.</p> <p><b>1.9 Manhole.</b> A subsurface enclosure used for the purpose of installing, operating and maintaining communications facilities, including handholes.</p>	<p><i>ducts, conduits and rights-of-way to what is fair and reasonable.<sup>1</sup> This can only mean that Verizon's rates for access should bear a rational relationship to the costs associated with the physical incursion onto the pole or into the duct, conduit and/or right-of-way. Moreover, the compensation charged must be non-discriminatory and competitively neutral. Simply put, this nondiscrimination obligation precludes Verizon from charging AT&amp;T more than it charges itself, its affiliates or other CLECs for the same access arrangements</i></p>		

<sup>1</sup> 47 U.S.C. § 224(b)(1).

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		<p><b>1.10 Make-Ready Work.</b> All work, including but not limited to the rearrangement and/or transfer of Verizon's existing facilities and administering the rearrangement and/or transfer of the facilities of other licensees, replacement of a Pole, or other changes required to accommodate MCI's Communications Facilities on a Pole, or in a Conduit or Right of Way.</p> <p><b>1.11 Pole.</b> A Pole with respect to which Verizon owns or has the right to authorize the attachment of MCI's Communications Facilities.</p> <p><b>1.12 Pole Attachment.</b> Any item of MCI's Communications Facilities affixed to a Pole.</p> <p><b>1.12.1 Horizontal attachment</b> is for a single Pole Attachment associated with Pole to Pole construction.</p> <p><b>1.12.2 Vertical attachment</b> is for single Pole construction where MCI's facilities are affixed along the vertical axis of the Pole.</p> <p><b>1.13 Preliminary Survey.</b> All work, including field inspection and administrative processing, to determine the Make-Ready Work necessary to accommodate MCI's Communications Facilities on a Pole, or in a Conduit or Right of Way.</p>			

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		<p><b>1.14 Right of Way.</b> A right possessed by Verizon to use or pass over or under the land of another, with respect to which Verizon has the right to authorize the usage or passage of MCIm's Communications Facilities over or through such land. Notwithstanding the foregoing, for the purposes of this Attachment VI, Right of Way shall also include real property owned by Verizon that contain Poles or Conduit or that would typically be used for such purposes.</p> <p><i>Section 16.0 of AT&amp;T's proposed agreement sets forth contract terms and conditions that are necessary and appropriate concerning rates for the use of Verizon's poles, ducts, conduits, and rights-of-way as follows:</i></p> <p><i>16.0 ACCESS TO RIGHTS-OF-WAY - SECTION 251(b)(4)</i></p> <p><i>16.1 VZ shall provide AT&amp;T access for purposes of making attachments to the poles, ducts, rights-of-way and conduits that VZ owns or controls, pursuant to any existing or future license agreement between the Parties. Such access shall be provided in accordance with the requirements of 47 U.S.C. § 224, including any Applicable Law.</i></p> <p><i>16.2 VZ shall process all completed license applications for new or</i></p>			

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		<p>additional attachments, including the performance of a pre-license survey, on a first-come, first-serve basis. VZ shall make all access determinations in accordance with the requirements of Applicable Law (including any applicable FCC Regulations), considering such factors as capacity, safety, reliability and general engineering considerations. VZ shall inform AT&amp;T in writing as to whether an application has been granted (subject to AT&amp;T's payment for any "make-ready" work that may be required) or denied within forty-five (45) days of receipt of such application. Where an application involves an increase in capacity by VZ, VZ shall take reasonable steps to accommodate requests for access in accordance with Applicable Law. Before denying AT&amp;T access based on lack of capacity, VZ shall negotiate accommodations in good faith with AT&amp;T. In order to facilitate AT&amp;T's completion of an application, VZ shall make commercially reasonable efforts to, within fifteen (15) business days of a legitimate request identifying the specific geographic area and types and quantities of required structures, provide AT&amp;T such maps, plats or other relevant data reasonably necessary to complete the applications described above, subject to a non-disclosure agreement in form reasonably agreeable to VZ. Such requests shall be processed by VZ on a first-come, first-serve basis. This exchange of information and records</p>			

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		<p><i>does not preclude the need for a field survey to verify the location and availability of structures and rights of way to be used. VZ shall make commercially reasonable efforts to meet with or respond to AT&amp;T's inquiries regarding the information supplied to it as soon as practicable following receipt of such request for meeting or inquiry from AT&amp;T. Completion of make-ready work and attachments shall be in accordance with any existing or future license agreement between the Parties.</i></p> <p><i>16.3 Additional terms relating to access to rights-of-way are set forth in Schedule 16.3.</i></p>			
III-13-b	Should the Interconnection Agreement contain detailed provisions that: grant a license to WorldCom, on a non-exclusive basis, authorizing the attachment of WorldCom's communications facilities to Verizon's poles and the placement of WorldCom's communication facilities in Verizon's conduits or rights of way; expressly set forth that it is a license and not an easement that is being granted; clarify that Verizon's right to locate in or on its own poles, conduits, or rights of way is not limited by WorldCom's license to locate in or on these facilities; specify that Verizon shall cooperate with WorldCom in obtaining permission for attachment of WorldCom's facilities where Verizon does not have the right to authorize access; and clarify that	<p><b>Attachment VI, Section 2 et seq.</b></p> <p><b>Section 2. Scope of Licenses</b></p> <p><b>2.1 Subject to the provisions of this Agreement, for license applications granted by Verizon in accordance with Section [7] of this Attachment, Verizon hereby grants to MCIm, for any lawful communications purpose, a nonexclusive license authorizing the attachment of MCIm's Communications Facilities to Poles, or the placement of MCIm's Communications Facilities in Verizon's Conduits or Rights of Way, as specified in the pertinent application.</b></p> <p><b>2.2 No use, however extended, of Poles, Conduits and/or Rights of Way, or payment of any fees or</b></p>	<p><b>Yes. Rights of way issues are appropriately addressed in interconnection agreements. See Sections 252(a) and 251(b)(4). Contrary to Verizon's statement that "it is unaware of any interconnection agreement that includes the rights of way issues," the 1997 WorldCom/Verizon agreement includes a complete set of terms regarding rights of way issues, including these very sections. See Verizon's Response to Issue III-13, page 146. In addition, these provisions describe the scope of the license granted to WorldCom, including parity and non-discrimination commitments and are consistent with 47 U.S.C. § 251(b)(4). This section provides that WorldCom's rights are of the nature of a nonexclusive license,</b></p>	<p><b>9 Poles, Ducts, Conduits and Rights-of-Way</b></p> <p><b>To the extent required by Applicable Law (including, but not limited to, Sections 224, 251(b)(4) and 271(c)(2)(B)(iii) of the Act), each Party ("Providing Party") shall afford the other Party non-discriminatory access to poles, ducts, conduits and rights-of-way owned or controlled by the Providing Party. Such access shall be provided in accordance with Applicable Law pursuant to the Providing Party's applicable Tariffs, or, in the absence of an applicable Providing Party Tariff, the Providing Party's generally offered form of license agreement, or, in the absence of such a Tariff and license agreement, a mutually</b></p>	See Verizon rationale for Issue III-13.

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	access is to be provided at parity on a non-discriminatory basis?	<p>charges required, under this Agreement, shall create or vest in MCIm any easements or any other ownership of property rights of any nature in such Poles, Conduits and/or Rights of Way. MCIm's rights herein shall be and remain a license. Neither this Agreement nor any license granted hereunder shall constitute an assignment of any of Verizon's rights to use the public or private property at locations of such Poles, Conduits, and/or Rights of Way.</p> <p>2.3 Nothing contained in this Agreement shall limit Verizon's right to locate and maintain its Poles, Conduits and Rights of Way, and to operate its facilities in conjunction therewith, in such a manner as will best enable it to fulfill its own service requirements consistent with its obligations under Applicable Law.</p> <p>2.4 Verizon shall grant MCIm access to Poles, Conduits and/or Rights of Way at Parity and on a Non-Discriminatory basis, except as may be otherwise permitted under Applicable Law. In cases where Verizon does not have the right to authorize such access, Verizon shall reasonably cooperate with MCIm in obtaining such permission subject to Verizon's right to provide a reasonable technical evaluation of the requirements for such access to the owner or other</p>	and it serves Verizon's interests to include this section as it ensures that the terms of the agreement are not construed as a grant of an easement or other property right. This section further ensures that Verizon's own right to locate on poles, conduits and/or rights of way will remain unfettered by the agreement.	<p>acceptable agreement to be negotiated by the Parties.</p> <p>See Exhibit D—Verizon's Standard Licensing Agreement</p>	

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		authorizing party. Nothing shall preclude MCIm from obtaining any such additional authorization without requesting Verizon's cooperation. Upon reasonable request by MCIm, Verizon will provide any documentation that is not confidential or privileged in its possession supporting a claim that it does not own or have authority to grant access to a given Right of Way.			
III-13(c)	Should the Interconnection Agreement contain detailed provisions that: outline WorldCom's responsibility for attachment/occupancy fees; address non-payment or late payment of fees; set forth Verizon's right to require a bond in the event WorldCom's net worth drops below a certain level; and specify what notice is required for changes in fees?	<p>Attachment VI, Section 3 et seq. and Appendix I</p> <p>Section 3. Fees and Charges</p> <p>3.1 MCIm is responsible for all fees and charges applicable in connection with the attachment of its Communications Facilities to a Pole, or occupancy of a Conduit or Right of Way, as specified in Appendix I to this Attachment VI and hereby made a part of this Agreement. Such fees and charges shall be in accordance with Section 224 of the Act.</p> <p>3.2 Nonpayment of any amount due under this Attachment VI shall constitute a breach by MCIm of this Agreement and shall be resolved in accordance with Part A, Section [5] (Billing Disputes). Late payments shall be subject to fees as prescribed in Attachment VIII.</p> <p>3.3 At such time that MCIm's "net worth" (as defined under generally</p>	<p>Yes. Right of way issues are appropriately addressed in interconnection agreements. See Sections 252(a) and 251(b)(4). Contrary to Verizon's statement that "it is unaware of any interconnection agreement that includes the rights of way issues," the 1997 WorldCom/Verizon agreement includes a complete set of terms regarding rights of way issues, including these very sections. See Verizon's Response to Issue III-13, page 146. In addition, this section expressly specifies that fees and charges will be consistent with 47 U.S.C. § 224. It also incorporates Appendix I, which outlines the actual fees and charges to be assessed. It addresses the issues of non-payment and late payment – which protects Verizon's interests. Additionally, this section requires a bond if WorldCom's net worth falls below a certain level – further protecting Verizon's interests. Moreover, this section requires Verizon to provide 60 days</p>	<p>9 Poles, Ducts, Conduits and Rights-of-Way</p> <p>To the extent required by Applicable Law (including, but not limited to, Sections 224, 251(b)(4) and 271(c)(2)(B)(iii) of the Act), each Party ("Providing Party") shall afford the other Party non-discriminatory access to poles, ducts, conduits and rights-of-way owned or controlled by the Providing Party. Such access shall be provided in accordance with Applicable Law pursuant to the Providing Party's applicable Tariffs, or, in the absence of an applicable Providing Party Tariff, the Providing Party's generally offered form of license agreement, or, in the absence of such a Tariff and license agreement, a mutually acceptable agreement to be negotiated by the Parties.</p> <p>See Exhibit D—Verizon's Standard Licensing Agreement</p>	See Verizon rationale for Issue III-13.

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		<p>accepted accounting principles, hereinafter "Net Worth") fails to exceed \$100,000,000, Verizon may require a bond in a form satisfactory to Verizon or other satisfactory evidence of financial security in such amount as Verizon from time to time may reasonably require to guarantee the performance of all MCIm obligations hereunder. The amount of the bond or financial security shall not operate as a limitation upon the obligations of MCIm hereunder; and if MCIm furnishes a deposit of money pursuant to this Section, such deposit may be held during the continuance of this Agreement at the option of Verizon as security for any and all amounts which are or may become due to Verizon under this Attachment VI.</p> <p>3.4 On an annual basis, changes in the amount of the fees and charges specified in Appendix I may be made by Verizon upon at least sixty (60) days prior written notice to MCIm in the form of a revised Appendix I, and MCIm agrees to pay such changed fees and charges provided they are in accordance with Applicable Law.</p> <p>Notwithstanding any other provision of this Agreement, MCIm may terminate the licenses entered into pursuant to Section [7] of this Attachment at the end of such notice period if the change in fees and charges is not acceptable to</p>	<p>notice if there is to be a change in the amount of fees or charges, which is consistent with 47 C.F.R. § 1.1403(c)(2).</p>		

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		<p>MCIm, by giving Verizon written notice of its election to terminate such licenses at least thirty (30) days prior to the end of such notice period.</p> <p>And WorldCom's proposed Appendix I to Attachment VI.</p>			
III-13(d)	Should the Interconnection Agreement contain detailed provisions that: provide for advance payments in the event WorldCom's net worth drops below a certain level; specify that the amount of advance payment will be credited against payment due to Verizon for performing Precilense Survey and/or Make-Ready Work; and indicate what will be done in the event the advance payment is less than the charge for such work or what will be done in the event it exceeds the charge for such work?	<p>Attachment VI, Section 4 et seq.</p> <p>Section 4. Advance Payments</p> <p>4.1 At such time that MCIm's Net Worth fails to exceed \$100,000,000, MCIm shall be required to make an advance payment to Verizon prior to:</p> <p>4.1.1 Any undertaking by Verizon of a Precilense Survey or the administrative processing of such a survey in an amount sufficient to cover the estimated charges for completing the specific work operation required; and</p> <p>4.1.2 Performance by Verizon of any Make-Ready Work required in an amount sufficient to cover the estimated charges for completing the required Make-Ready Work.</p> <p>4.2 The amount of the advance payment required (Appendix II, Forms A-1, B-1 and B-4) will be credited against the payment due Verizon for performing the Precilense Survey and/or Make-</p>	<p>Yes. Right of way issues are appropriately addressed in interconnection agreements. See Sections 252(a) and 251(b)(4). Contrary to Verizon's statement that "it is unaware of any interconnection agreement that includes the rights of way issues," the 1997 WorldCom/Verizon agreement includes a complete set of terms regarding rights of way issues, including these very sections. See Verizon's Response to Issue III-13, page 146. In addition, advanced payments should only be required as a means of ensuring ultimate payment when there is a reasonable doubt concerning ultimate payment and should not be routinely required.</p>	<p>9 Poles, Ducts, Conduits and Rights-of-Way</p> <p>To the extent required by Applicable Law (including, but not limited to, Sections 224, 251(b)(4) and 271(c)(2)(B)(iii) of the Act), each Party ("Providing Party") shall afford the other Party non-discriminatory access to poles, ducts, conduits and rights-of-way owned or controlled by the Providing Party. Such access shall be provided in accordance with Applicable Law pursuant to the Providing Party's applicable Tariffs, or, in the absence of an applicable Providing Party Tariff, the Providing Party's generally offered form of license agreement, or, in the absence of such a Tariff and license agreement, a mutually acceptable agreement to be negotiated by the Parties.</p> <p>See Exhibit D—Verizon's Standard Licensing Agreement</p>	See Verizon rationale for Issue III-13.

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				Portability with respect to such Central Office which shall apply until such time as LNP is available.	
VI-1	To the extent that WorldCom has failed to raise a dispute regarding a provision in Verizon's proposed interconnection agreement, should the commission order inclusion of that language in the resulting interconnection agreement?				As discussed in Verizon's Answer, the Act mandates that Verizon must allow CLECs to interconnect with <b>its</b> network. It does not mandate that Verizon build a network that the CLECs desire for their "business needs." Verizon's proposed interconnection agreement that it forwarded to WorldCom for negotiation reflects Verizon's responsibilities under the Act, the Commission's various orders, and the Commission's specific order to the new entity Verizon to make available to any requesting telecommunications carrier "generic interconnection and resale terms and conditions." In WorldCom's Statement of Unresolved Issues, it has placed much of Verizon's proposed interconnection agreement in dispute. Nevertheless, there are various provisions that WorldCom has failed to place in dispute. Highlighted in Verizon's Exhibit B are the provisions that WorldCom has failed to place in issue. Accordingly, for the reasons stated in Verizon's Exhibit B, the Commission should order inclusion of those provisions.
VI-1(E)	Changes in applicable law	WorldCom rejects Verizon's proposed language.	Verizon's proposal is inappropriate, unreasonable, and anti-competitive. First, there should be a single, consistent change of law provision for all of the contract, not a separate, specialized provision only for	UNE Attachment  1.1 Verizon shall provide to <b>**CLEC</b> , in accordance with this Agreement (including, but not limited to, Verizon's applicable Tariffs) and	These sections address the effect of changes in applicable law on the Parties' rights and obligations with respect to Verizon's provision of UNEs to WorldCom. These sections allow for the Parties' interconnection

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			<p>elements. Second, Verizon's proposed language is anti-competitive and not in the public interest because it jeopardizes the ability of customers to receive service. Verizon reserves the right (<i>see</i> Verizon Proposed ICA §§1.1, 1.5) to discontinue offering, and to disconnect network elements that Verizon determines it is no longer required to provide WorldCom under the applicable law. Such action could have serious impact on customers served by WorldCom. Third, the process Verizon outlines is open-ended and potentially drawn out.</p> <p>Other language in this section would limit Verizon's obligations to provide network elements for CLECs (by construction of new facilities) even if Verizon would do so for its retail arm. Such a result is discriminatory.</p>	<p>the requirements of Applicable Law, access to Verizon's Network Elements on an unbundled basis and in combinations (Combinations); provided, however, that notwithstanding any other provision of this Agreement, Verizon shall be obligated to provide unbundled Network Elements (UNEs) and Combinations to **CLEC only to the extent required by Applicable Law and may decline to provide UNEs or Combination to **CLEC to the extent that provision of such UNEs or Combination are not required by Applicable Law.</p> <p>1.2 Except as otherwise required by Applicable Law: (a) Verizon shall be obligated to provide a UNE or Combination pursuant to this Agreement only to the extent such UNE or Combination, and the equipment and facilities necessary to provide such UNE or Combination, are available in Verizon's network; (b) Verizon shall have no obligation to construct or deploy new facilities or equipment to offer any UNE or Combination; and, (c) Verizon shall not be obligated to combine UNEs that are not already combined in Verizon's network. **CLEC shall not directly or through a third party (e.g., **CLEC's Customer) order Telecommunications Services from Verizon in order to impose on Verizon an obligation to provide a UNE or a Combination that Verizon would not otherwise have an</p>	<p>agreement to remain up-to-date with respect to Verizon's lawfully required provision of UNEs to WorldCom.</p>

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				<p>obligation to provide. For example, **CLEC shall not order Telecommunications Services or advise its Customer to order Telecommunications Services where existing UNEs or Combination desired by **CLEC are not available in order to permit **CLEC to subsequently convert the Telecommunications Services to the UNEs or Combinations desired by **CLEC.</p> <p>1.3 **CLEC may use a UNE or Combination only for those purposes for which Verizon is required by Applicable Law to provide such UNE or Combination to **CLEC. Without limiting the foregoing, **CLEC may use a UNE or Combination (a) only to provide a Telecommunications Service and (b) to provide Exchange Access services only to the extent that Verizon is required by Applicable Law to provide such UNE or Combination to **CLEC in order to allow **CLEC to provide such Exchange Access services.</p> <p>1.4 Notwithstanding any other provision of this Agreement:</p> <p>1.4.1 To the extent that Verizon is required by a change in Applicable Law to provide a UNE or Combination not offered under this Agreement to **CLEC as of the Effective Date, the terms, conditions and prices for such UNE or Combination (including, but not</p>	

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				<p>limited to, the terms and conditions defining the UNE or Combination and stating when and where the UNE or Combination will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance and billing) shall be as provided in an applicable Tariff of Verizon, or, in the absence of an applicable Verizon Tariff, as mutually agreed by the Parties.</p> <p>1.4.2 Verizon shall not be obligated to provide to **CLEC, and **CLEC shall not request from Verizon, access to a proprietary advanced intelligent network service.</p> <p>1.5 Without limiting Verizon's rights pursuant to Applicable Law or any other section of this Agreement to terminate its provision of a UNE or a Combination, if Verizon provides a UNE or Combination to **CLEC, and the Commission, the FCC, a court or other governmental body of appropriate jurisdiction determines or has determined that Verizon is not required by Applicable Law to provide such UNEs or Combination, Verizon may terminate its provision of such UNE or Combination to **CLEC. If Verizon terminates its provision of a UNE or a Combination to **CLEC pursuant to this Section 1.5 and **CLEC elects to purchase other Services offered by Verizon in place of such UNE or Combination, then: (a) Verizon shall reasonably</p>	

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				<p>cooperate with **CLEC to coordinate the termination of such UNE or Combination and the installation of such Services to minimize the interruption of service to Customers of **CLEC; and, (b) **CLEC shall pay all applicable charges for such Services, including, but not limited to, all applicable installation charges.</p> <p>1.6 Nothing contained in this Agreement shall be deemed to constitute an agreement by Verizon that any item identified in this Agreement as a UNE is (i) a Network Element under Applicable Law, or (ii) a Network Element Verizon is required by Applicable Law to provide to **CLEC on an unbundled basis.</p>	
VI-1(F)	Customer not ready work activity	If as the result of MCIm Customer actions (i.e., Customer Not Ready ("CNR")), Verizon cannot complete requested work activity when a technician has been dispatched to the MCIm Customer premises, MCIm will be assessed a non-recurring charge associated with this visit. This charge will be the sum of the applicable Service Order charge specified in the Pricing Attachment and the Premises Visit Charge as specified in Verizon's applicable retail or Wholesale Tariff.	<p>See Issue VI-1 generally.</p> <p>Resolved by including in the agreement Verizon's proposed Section 1.8 of its UNE Attachment.</p>	<b>RESOLVED</b>	<b>RESOLVED</b>
VI-1(G)	Verizon's Provisions of UNEs	WorldCom rejects Verizon's proposed language.	<p>See Issue VI-1 generally.</p> <p>WorldCom's language comes from the existing interconnection agreement and provides greater detail</p>	<p><b>UNE Attachment</b></p> <p>2 Verizon's Provision of UNEs</p> <p>Subject to the conditions set forth in</p>	This provision answers WorldCom's concerns for detailed requirements by recognizing the UNEs Verizon will provide and maintaining the flexibility needed for changes in

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			and definition, thereby hoping to eliminate or at least reduce disputes that result from ambiguity or lack of definition.	<p>Section 1, in accordance with, but only to the extent required by, Applicable Law, Verizon shall provide **CLEC access to the following:</p> <p>2.1 Loops, as set forth in Section 3;</p> <p>2.2 Line Sharing, as set forth in Section 4;</p> <p>2.3 Sub-Loops, as set forth in Section 5;</p> <p>2.4 Inside Wire, as set forth in Section 6;</p> <p>2.5 Dark Fiber, as set forth in Section 7;</p> <p>2.6 Network Interface Device, as set forth in Section 8;</p> <p>2.7 Switching Elements, as set forth in Section 9;</p> <p>2.8 Interoffice Transmission Facilities, as set forth in Section 10;</p> <p>2.9 Signaling Networks and Call-Related Databases, as set forth in Section 11;</p> <p>2.10 Operations Support Systems, as set forth in Section 12; and</p> <p>2.11 Other UNEs in accordance with Section 13.</p>	applicable law.

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VI-1(H)	Maintenance of UNEs	<p>Maintenance of UNEs</p> <p>If (a) MCI<sub>m</sub> reports to Verizon a Customer trouble, (b) MCI<sub>m</sub> requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by Verizon's facilities or equipment in whole or in part, then MCI<sub>m</sub> shall pay Verizon a charge set forth in the Pricing Attachment for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by MCI<sub>m</sub> is not available at the appointed time. MCI<sub>m</sub> accepts responsibility for initial trouble isolation and providing Verizon with appropriate dispatch information based on its test results. If, as the result of MCI<sub>m</sub> instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), a charge set forth in the Pricing Attachment will be assessed per occurrence to MCI<sub>m</sub> by Verizon. If as the result of MCI<sub>m</sub> instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), a charge set forth in the Pricing Attachment will be assessed per occurrence to MCI<sub>m</sub> by Verizon. Verizon agrees to respond to MCI<sub>m</sub> trouble reports on a non-discriminatory basis consistent with the manner in which it provides service to its own retail Customers</p>	<p>See Issue VI-1 generally.</p> <p>Resolved by including in the agreement Verizon's proposed Section 14 of its UNE Attachment.</p>	RESOLVED	RESOLVED

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		or to any other similarly initiated Telecommunications Carrier.			
VI-1(I)	Rates & Charges	Attachment I and Table I to Attachment I.	WorldCom agrees that rates and charges for UNEs and other services should be set forth in a separate appendix or in a comprehensive list somewhere in the interconnection agreement, but objects to Verizon's proposal to list prices in both a UNE Attachment and a Pricing Attachment. Placing prices in a single Pricing Attachment, as WorldCom has proposed, would make the interconnection agreement's pricing terms clear.	UNE Attachment  15 The rates and charges for the foregoing UNEs and other services shall be as set forth in this Attachment and the Pricing Attachment.	Section 15 of Verizon's proposed interconnection agreement provides that the rates and charges for the UNEs and other services shall be as set forth in Verizon's UNE Attachment and the Pricing Attachment.
VI-3	Subject to Verizon's objection to using the 1997 agreement rather than its model agreement as the starting point or "default" agreement, if WorldCom prevails in its quest to use the 1997 agreement with Verizon as the "default" agreement, should the parties' resulting interconnection agreement include provisions included by WorldCom in its proposed interconnection agreement and acknowledged as disputed, but for which WorldCom failed to raise an issue?				WorldCom noted, in its Petition at page 7, all provisions of its proposed interconnection agreement are in dispute. Nonetheless, WorldCom has failed to raise issues as to certain provisions in its proposed interconnection agreement. Because Verizon disputes this language and WorldCom seeks no determination that it should be included, the Commission should order that these provisions be <i>omitted</i> from the Parties' Interconnection Agreement.
VI-3(B)	Technical standards & specifications	Attachment III, Section 3 et seq.  Section 3. Technical Standards and Technical Specifications for Network Elements  3.1 Each Network Element shall be furnished at the service levels included in this Agreement and in accordance with the performance	See Issue VI-3 generally.  To the extent these issues are dealt with in "various industry task forces and forums [sic]," then Verizon should not object to including this language in an interconnection agreement. To the extent these issues are not resolved there, then inclusion is warranted. As noted with other	Verizon opposes inclusion of Section 3 of Attachment III to WorldCom's interconnection agreement.	The issues presented by the language in § 3 of Attachment III to WorldCom's proposed interconnection agreement are now dealt with by various industry task forces and forums. In addition, the "parity" and "non-discriminatory access" requirements articulated in this section are covered by applicable law, namely 47 C.F.R. § 51.311(a)

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		<p>standards required in this Agreement.</p> <p>3.2 Each Network Element provided by Verizon to MCI, unless identified differently in this Agreement, shall be provided at Parity and in a Non-Discriminatory manner in the areas of: quality of design, performance, features, functions, capabilities and other characteristics, including, but not limited to, levels and types of redundant equipment and facilities for power, diversity and security, that Verizon provides to itself (where applicable and Technically Feasible), Verizon's own subscribers (where applicable and Technically Feasible), to a Verizon Affiliate, or to any other entity, as set forth in the FCC Rules and Regulations, as the same may be amended from time to time.</p> <p>3.2.1 Verizon shall provide to MCI, upon reasonable request, reasonably available engineering, design, performance and other network data sufficient for MCI to determine that the requirements of this Section [3] are being met. In the event that such data indicates that the requirements of this Section [3] are not being met, the Parties shall in good faith endeavor to address the issue at the network operations supervisor level, and if necessary, employ the escalation procedure of Section [15.1.2].</p> <p>3.2.2 Verizon agrees to work</p>	<p>sections, ambiguity and lack of specificity can lead to litigation and delay, thereby benefiting Verizon.</p> <p>With regard to nondiscrimination and parity issues, to the extent, as Verizon claims that these provisions are covered by existing law, then Verizon should not object to incorporating these provisions into the agreement.</p>		<p>and (b), which provide that the quality of a UNE and the quality of access to a UNE "shall be the same for all telecommunication carriers requesting access to that network element" and "shall be at least equal in quality to that which the incumbent LEC provides to itself."</p>

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		cooperatively with MCI to ensure that the Network Elements that are provided pursuant to this Agreement will meet MCI's reasonable needs in providing services to its subscribers.  3.3 Unless otherwise requested by MCI, each Network Element and the connections between Network Elements provided by Verizon to MCI shall be made available to MCI at Parity and in a Non-Discriminatory manner at the points identified in this Agreement, or additional points made available through the BFR process.			
VI-3(C)	Synchronization	Not Applicable	See Issue VI-3 generally.  Resolved by excluding from the Agreement the language objected to by Verizon.		<b>Resolved.</b>
VII-10	Should Verizon be permitted sufficient time to provision to AT&T loops provided via Integrated Digital Loop Carrier?			<b>11.7.6</b> Verizon shall provide AT&T access to its Loops at each of Verizon's Wire Centers for Loops terminating in that Wire Center. In addition, if AT&T orders one or more Loops provisioned via Integrated Digital Loop Carrier or Remote Switching technology deployed as a Loop concentrator, Verizon shall, where available, move the requested Loop(s) to a spare physical Loop, if one is existing and available, at no additional charge to AT&T. If, however, no spare physical Loop is available, Verizon shall within three (3) Business days of AT&T's request notify AT&T of the lack of available facilities. AT&T may then at its	This issue involves what terms and conditions should govern situations where AT&T orders stand-alone loops provisioned over Integrated Digital Loop Carrier.  As numerous state commission and boards have recognized, a stand-alone loop cannot be unbundled when provisioned over IDLC facilities. See <i>UNE Remand Order</i> at ¶ 217. Nor did the Commission mandate or prohibit a specific provisioning process or interval for accessing loops when provisioned by IDLC. In § 252 proceedings in other eastern states, AT&T has sought to require Verizon to notify AT&T that facilities are

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				discretion make a Network Element Bona Fide Request to Verizon to provide the unbundled Local Loop through the demultiplexing of the integrated digitized Loop(s). AT&T may also make a Network Element Bona Fide Request for access to Unbundled Local Loops at the Loop concentration site point. Notwithstanding anything to the contrary in this Agreement, standard provisioning intervals shall not apply to Loops provided under this Section 11.7.6.	unavailable within the FOC period. With a FOC, however, Verizon merely notifies AT&T that it has received its service order. Not until after the FOC is sent does Verizon begin to evaluate and process that order. Thus, Verizon will not know that the loop requested by AT&T is served by IDLC before the FOC is sent to AT&T. Once it is identified that the loop is served by IDLC, it takes time to determine if and where a spare physical loop is available. Verizon's proposal to notify AT&T within three business days of AT&T's request that there is a lack of available facilities is reasonable. Since Verizon must undertake a search for spare facilities where the loop requested is served by IDLC, the three-business day interval is reasonable and consistent with applicable law.
VII-11	Should AT&T be permitted to require Verizon to follow various AT&T ordering requirements for the provision of Verizon's combined UNEs?			<p><b>11.12 Combinations</b></p> <p>Subject to the conditions set forth in Section 11.7, Verizon shall be obligated to provide combinations of unbundled Network Elements ("Combinations") including, those set forth below only to the extent provision of a Combination is required by Applicable Law. To the extent Verizon is required by Applicable Law to provide a Combination to AT&amp;T, Verizon shall provide such Combination in a manner consistent with Applicable Law. To the extent required by Applicable Law, such Combinations</p>	AT&T should not be permitted to require that Verizon follow AT&T's proposed ordering requirements. Verizon's ordering procedures lawfully provide for ordering of Verizon's UNE combinations. AT&T has no legal basis for insisting on these ordering requirements.

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				<p>may include the following Combinations as defined below; provided, however, such definitions are subject to the change of law provisions of Section 27 and shall change to the extent the FCC or other governmental body with jurisdiction over the subject matter otherwise defines or describes such Combinations.</p> <p><b>11.12.1 UNE Platform ("UNE-P")</b> is a combination of a Loop (including the NID), a Local Switching port, transport unbundled network elements and other Network Elements, if any. Verizon is required under Applicable Law to provide as part of "UNE-P" and which are used to provide circuit-switched voice service. There is no collocation requirement associated with AT&amp;T's access of UNE-P as defined herein.</p> <p><b>11.12.2 Enhanced Extended Link ("EEL")</b> consists of a combination of an unbundled Loop and unbundled Dedicated Transport, where such unbundled Dedicated Transport may include multiplexing.</p> <p><b>11.12.3 Extended Dedicated Trunk Port</b> consists of a combination of unbundled Dedicated Trunk Ports and unbundled Dedicated Transport, where such unbundled Dedicated Transport may include multiplexing, and does not require AT&amp;T to collocate. The Extended</p>	

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				<p>Dedicated Trunk Port is dedicated to the use of AT&amp;T in its provisioning of local exchange and associated exchange access service.</p> <p><b>11.12.4</b> Subject to Sections 11.11.1 and 11.11.2 charges for the conversion of an existing service to Network Elements (including Combinations), if any, shall be as specified in Exhibit A.</p>	

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